

## Town of Lamoine Snow Removal Contract

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between THE INHABITANTS OF THE TOWN OF LAMOINE, County of Hancock, State of Maine, and hereinafter referred to as "Town" through its Board of Selectmen duly authorized by a vote of the Lamoine Town Meeting, and \_\_\_\_\_, County of Hancock, State of Maine and their heirs, successors, and assigns hereinafter referred to as "Contractor".

IN CONSIDERATION of the following covenants, the parties agree that:

1. **Snow removal & sanding.** The Contractor, or persons acting for the Contractor shall plow and remove snow from and apply salt to 24.4 linear miles (48.8 lane miles), more or less, of public ways in the Town of Lamoine, Hancock County, Maine, consisting of certain town ways and State Aid roads within the boundaries of the said Town and including those specific sites listed below, in accordance with State of Maine snow removal laws. The 3-year contract begins in the snow season commencing in the fall of 2007 and ends in the spring of 2010. A snow season is defined as the time period between October 15<sup>th</sup> and May 15<sup>th</sup> inclusive, recognizing that occasionally snowfall might occur before or after said dates. Routes and mileage and sites are described as follows:
  - a. **Clamshell Alley** – from intersection of Lamoine Beach Road to end. Mileage 0.2 miles.
  - b. **Cos Cob Avenue** – from intersection of Lamoine Beach Road to Periwinkle Alley. Mileage 0.2 miles.
  - c. **Needle's Eye Road** – from intersection of Walker Road to the intersection of Partridge Cove Road (Route 204). Mileage 1.0 miles
  - d. **Asa's Lane** – from the intersection of Lamoine Beach Road to the intersection of Walker Road. Mileage 1.1 miles
  - e. **Raccoon Cove Road** – from the intersection of Partridge Cove Road to the intersection of Marlboro Beach Road. Mileage 0.7 miles.
  - f. **Maxwell Road/Lorimer Avenue** – from intersection of Marlboro Beach Road to the end of Lorimer Road. Mileage 0.4 miles.
  - g. **Seal Point Road** – from intersection of Partridge Cove Road to end of town way at turn-around. Mileage 1.9 miles.
  - h. **Walker Road** – from intersection of Asa's Lane to intersection with Partridge Cove Road (Route 204). Mileage 2.5 miles
  - i. **Buttermilk Road** – from Ellsworth Town Line to intersection of Jordan River Road (Route 204) Mileage 1.9 miles
  - j. **Birchlawn Drive & South Birchlawn Drive** – from intersection of Buttermilk Road to end of Town accepted paved roads. Mileage 0.4 miles
  - k. **Mud Creek Road** – from intersection of Pinkham's Flats (Route 204) to Hancock Town Line. Mileage 1.9 miles
  - l. **Shore Road** – from intersection of Lamoine Beach Road by Grange Hall to intersection of Lamoine Beach Road south of the former landfill. Mileage 2.9 miles.
  - m. **Mill Road** – from intersection of Lamoine Beach Road to intersection of Walker Road. Mileage 1.2 miles
  - n. **MacQuinn Road** – from intersection of Douglas Highway (route 184) to Hancock Town Line. Mileage 0.2 miles.
  - o. **Route 204 (Jordan River Road, Pinkham's Flats, Partridge Cove Road, Marlboro Beach Road)** – from Trenton Town Line entire length of Route 204 including Marlboro Beach Road. Mileage 7.6 miles.
  - p. **Berry Cove Road** – from Lamoine Beach Road to Gully Brook Road. Mileage 0.2 miles.

## Sample Lamoine Snow Removal Contract

- q. **Town Hall Parking Lot**
- r. **Fire Department Parking Lot, Including Sidewalk between Lamoine Beach Road and School/Firehouse Parking area**
- s. **Lamoine Transfer Station**
- t. **Lamoine Consolidated School**

### **TOTAL MILEAGE FOR ALL ROADS, EXCLUDING PARKING AREAS 24.4 MILES.**

2. **Supervision** – Contractor's snow removal and road treatment shall be performed to the satisfaction of the Municipal Officers of the Town of Lamoine with respect to local roads, and the Maine Department of Transportation on winter maintained state roads. The judgment of Maine Department of Transportation shall be final.
3. **Equipment** – The Contractor shall have available for the performance of this contract the necessary equipment to ensure prompt and satisfactory performance of this contract. Such equipment shall be kept in safe and dependable condition. An annual listing of available equipment shall be made to the Board of Selectmen as an appendix to this contract. The Contractor's operating trucks shall be equipped with mobile radio transceivers and/or cellular telephones for communication with a designated base station acceptable to all parties. The Contractor shall maintain a telephone available 24 hours a day during the snow-plowing season, and supply that number to the Board of Selectmen or their designee.
4. **Labor** – The Contractor or persons acting for the contractor shall hire, provide and pay all persons necessary to the operation and maintenance of all equipment required for the satisfactory performance of this contract.
5. **Sand & Salt** – On or before October 15 of each contract season the Contractor or the persons acting on the contractor's behalf shall stockpile a sufficient amount of salt, sand and/or liquid calcium chloride to treat the roads. The Contractor shall store a sufficient amount of sand to treat the roads with a salt sand mixture in which the Contractor has thoroughly mixed salt to a ratio of one hundred twenty-five pounds per cubic yard (125 lb/cy). The sand shall be screened to a maximum gradation of five-eighths (5/8) inch by a power screen. The Contractor shall be responsible for stockpiling the salt, liquid calcium chloride and salt/sand mixture at a site approved by the Maine Department of Environmental Protection and under the contractor's control, unless this agreement is modified by all parties should the Town of Lamoine construct a storage facility.. The Contractor may obtain all such sand, salt, and screening equipment, acting as an agent on behalf of the Town of Lamoine. The cost of salt, calcium chloride and sand shall be accounted for in this contract as part of the overall price. The salt, calcium chloride, and salt/sand stockpile shall remain the property of the contractor. The contractor may opt to purchase said materials as an agent for the town and have the town directly pay for the cost of purchase, with said payments deducted from the contract payments.
6. **Times of Removal, Pre-Treatment** – The Contractor shall begin plowing, salting or sanding, and snow removal at any and all times when snow, ice or slush have accumulated on the above listed ways (either from snowfall or drifting) to a depth of one inch (1"). Operations shall continue until roadways are cleared of snow to the outside shoulders. The contractor shall provide continuous plowing and snow removal until all listed roads are properly cleared of snow and the surface is determined to be safe for normal vehicle operations.
7. **Snow Removal** – Snow on the above-described ways shall be removed to the outside edges of the shoulders to permit drainage for the road surface. To minimize drifting and provide storage for future storms, the snow banks at the outside edges of the shoulders of the road shall be "winged" back as necessary.

## Sample Lamoine Snow Removal Contract

8. **Sanding** – The Contractor or persons acting for the contractor shall salt and/or sand any and all portions of any listed roads that may, in the judgment of the Road Commissioner, the Department of Transportation, or any Law Enforcement Agency, require it.
9. **Liability Insurance** – The contractor shall purchase adequate and appropriate property damage and liability insurance covering both the contractor and the contractor's employees and the general public. The minimum coverage shall be \$1,000,000 (one million dollars) general liability for each occurrence, and \$400,000 (three hundred thousand dollars) property damage for each occurrence. The Contractor shall provide the Board of Selectmen with a certificate of proof of insurance no later than October 15<sup>th</sup> of each year of the contract. The Contractor shall instruct his insurance company to notify the Board of Selectmen if insurance is cancelled at any time during the contract period. The Contractor shall provide a copy of this instruction to the Town.
10. **Workers Compensation Insurance** – The Contractor shall provide adequate Workers Compensation Insurance coverage in compliance with the requirements of the Industrial Accident Commission of the State of Maine, and furnish the Board of Selectmen proof of such coverage.
11. **Contract Price** – The Town of Lamoine shall pay to the Contractor the sum of:

Plow Season	Cost for Season	Cost Per Mile
2007/2008		
2008/2009		
2009/2010		
Total Cost		

12. **Payment Schedule** – A payment schedule will be agreed to between the Contractor and the Town prior to the beginning of the plowing season as an appendix to this contract.
13. **Provision of Salt/Sand Use**—In the event the Contractor, the contractor's heirs, successors or assigns are unable to perform the obligations of the contract, the Contractor agrees to provide the Town with complete use of the screened sand, other ice melting agents, and its storage facility for the remainder of the current snow removal season.
14. **Equipment Inspection** – The Contractor shall permit the Municipal Officers to inspect all equipment used for the plowing and removal of snow and sand application when they deem it necessary. In the event a piece of equipment is believed to be inadequate, the Contractor and Municipal Officers may engage the opinion of a neutral 3<sup>rd</sup> party to determine the adequacy of the equipment. Decisions of the 3<sup>rd</sup> party shall be final.
15. **Amendments** – This agreement may be amended only by a written memorandum executed and signed by all affected parties. In the event the town might add mileage within the duration of this contract, the same mileage rate as agreed to earlier in this contract (section 11) shall apply to any new mileage amendment.
16. **Bond** – The Contractor shall annually, on or before August 1st furnish to the Town a Performance Bond, satisfactory to the Town, in the sum of one hundred percent (100%) of that year's contract price (as stated in section 11.). The contractor and the town may, by agreement, waive the performance bond requirement provided the contractor provides

## Sample Lamoine Snow Removal Contract

the town with an irrevocable letter of credit from a bank stating that the annual contract price is available to the contractor.

17. **Breach of Contract** – If the Contractor fails to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract. In the event of a breach the Selectmen shall immediately give oral notice to the Contractor. The Contractor will then be required to perform within a reasonable time. “Reasonable time” may vary depending on the nature of the breach and the road and weather conditions. In the event the Contractor still does not (for whatever reason) perform the duties in the time stated, the Town shall have the following options:
  - A. **Terminate the Contract** – The Selectmen may terminate its portion of the contract by sending the contractor written notice, stating the reason for termination. The Contractor will be paid for all work which is satisfactorily done by that time, but the remainder of the money due the Contractor under this contract may be used to obtain another contractor to maintain the roads. Likewise, money from the Contractor’s bond may be used to cover this cost.
  - B. **Substitution** – The town may hire a substitute contractor to plow and sand the roads for any period of time the town considers necessary. This substitution will be paid with money from the Contractor’s bond. If there are problems obtaining the bond money, substitution will be paid from the remainder of any money due to the Contractor (but unearned) under this contract.
  - C. The town may also seek any other legal remedies available to enforce this contract.
18. **Indemnification** – The Contractor agrees to hold the Town harmless from any claim for death, injury, property damage or other loss which may result from the Contractor’s negligent or intentional performance or non-performance of road maintenance under this contract. In the event such a claim is made against the Town, the Contractor will defend the Town and pay any amount (indemnify) for which the Town may be held liable in a legal action for such claims.
19. **Severability** – If any section of this contract is found to be illegal invalid or unenforceable by a court of law, it shall not render any other section of this contract invalid, and all other sections shall remain in full force and effect.
20. **Independent Contractor** – The Contractor is considered an Independent Contractor and is solely responsible for compliance with all state and federal income tax law, Workers Compensation laws, drug and alcohol laws, and traffic safety laws. The Contractor shall ensure compliance with all Commercial Vehicle operation laws, including participation in a drug and alcohol-testing program for licensed commercial vehicle operators. The town assumes no liability for testing or follow up procedures to ensure Contractor’s compliance with the laws. The employees and the Contractor are in no instance considered employees of the Town.
21. **Notice** – In the event the Contractor must make notice to the Town under this contract, the Contractor shall contact first the Road Commissioner of the town. If contact is unsuccessful, the Contractor shall contact the chairman of the Board of Selectmen. If the chairman is unavailable, the Contractor shall contact any member of the Board of Selectmen.
22. **Integration Clause** – The above contract embodies the entire agreement between the parties hereto with appendices as noted in sections 3, 12, and 15, attachment 1 (MDOT Salt Priority Program) plus the performance bond and proofs of insurance.

## Sample Lamoine Snow Removal Contract

**IN WITNESS WHEREOF** the parties of the Agreement have executed the same on the day and date aforesaid.

WITNESS	SELECTMEN, TOWN OF LAMOINE	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WITNESS	CONTRACTOR	DATE
_____	_____	_____
_____	_____	

*Printed Name*                      *Printed Name & Title*